

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

**1:30 P.M. Tuesday, November 24, 2020.**

MARK ENVELOPE

**“BID, LAW ENFORCEMENT TOWING”**

Bidder shall sign and date the bid. Bids which are not signed and dated can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

Any questions concerning this invitation to Bid and specifications should be directed to Jeff Ivy, Chief Deputy, at (903) 693-0333.

  
SIGNATURE OF BIDDER

**INSTRUCTIONS/TERMS OF CONTRACT**

By order of the Commissioners Court of Panola County, Texas, sealed bids will be received for:

**BID, LAW ENFORCEMENT TOWING**

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633**

Not later than **1:30 P.M., Tuesday, November 24, 2020**

MARK ENVELOPES:

**“BID, LAW ENFORCEMENT TOWING”**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE  
BEFORE OPENING DATE AND TIME**

  
SIGNATURE OF BIDDER

## **BID, LAW ENFORCEMENT TOWING**

**PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS FOR TOWING VEHICLES FOR THE PANOLA COUNTY SHERIFF'S OFFICE. THE BIDS SHOULD MEET THE FOLLOWING SPECIFICATIONS:**

Definitions: Law Enforcement Tow—A non-consensual tow requested by a peace officer at a crime scene, arrest, traffic hazard, recovered stolen vehicle or abandoned vehicle, or a disabled law enforcement vehicle. Does NOT include vehicles involved in a traffic collision.

### **SPECIFICATIONS:**

1. The successful bidder shall comply with all Texas Department of Licensing and Regulation rules and regulations including tow trucks, towing, security of stored vehicles, and storage facilities.
2. The successful bidder shall have at least 2 trucks located in Panola County. One for light/medium duty towing and one for heavy duty towing, each must be radio equipped and be available to respond to calls 24 hours a day.
3. The successful bidder shall provide no more than 2 telephone numbers to the PCSO and the truck shall be in service and responding within 30 minutes.
4. The successful bidder shall maintain a business office and storage yard in Panola County. The towed vehicle shall be taken to and stored at the Panola County storage yard unless directed to store it elsewhere.
5. The storage yard shall be readily accessible to the public, free of hazards in public access areas, and shall display a sign identifying the facility by name and a 24 hour telephone number.
6. The storage fee for any towed vehicle shall be the responsibility of the registered owner or driver (except disabled law enforcement vehicles). The successful bidder assumes the risk of nonpayment of notification fees and storage fees except for disabled law enforcement vehicles.
7. Panola County shall not be responsible for storage fees except for disabled law enforcement vehicles.
8. Any invoices for unpaid towing fees for law enforcement tows shall be submitted to the Panola County Auditor's office within 45 days of the tow. It

A handwritten signature in black ink, appearing to read "Drew", is located at the bottom right of the page.

is understood if the tow fee for a law enforcement tow is paid by the owner, driver, or by insurance then no invoice shall be submitted to the Auditor.

QUESTIONS CONCERNING THIS BID SHOULD BE DIRECTED TO JEFF IVY,  
CHIEF DEPUTY, AT 903-693-0333.

SIGNATURE OF BIDDER 

BID FORM AND CONTRACT

**BID, LAW ENFORCEMENT TOWING**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR  
FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS  
IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisement, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids.

Law Enforcement Tows within Panola County  
Light \$ 350.<sup>00</sup> Medium \$ 100.<sup>00</sup> Heavy \$ 650.<sup>00</sup>

Law Enforcement Tows within 25 miles of Panola County  
Light \$ 350.<sup>00</sup> Medium \$ 100.<sup>00</sup> Heavy \$ 650.<sup>00</sup>

Storage Fee for disabled law enforcement vehicles (after 24 hours) under 25 feet in length  
\$ 20.<sup>64</sup> per day

Storage Fee for disabled law enforcement vehicles (after 24 hours) over 25 feet in length  
\$ 36.<sup>00</sup> per day

Exceptions  
→

**Garrett LaGrone Services LLC**

**Garretts Wrecker Service**

**EXCEPTIONS for Non County Vehicle Tows (NON-CONSENT)**

**Heavy Non-Consent:**

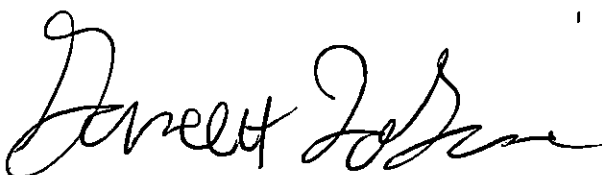
18 Wheelers may or may not require extra labor to move or haul the Vehicle and or Load from blocking the roadway (pulling drivelines, axles, caging brakes, broken airlines, or offloading truck or trailers). This is a process that requires extra labor in addition to the scheduled rates of contract.

Arrests made by Panola County Sherriff's Dept. frequently are towed to the Armory; vehicles towed to Armory will be at bid price: from point A to point B. Secondary towing, if necessary, from Armory to Storage Facility will be a secondary tow at same bid price, in compliance with TDLR.

Any tire or mechanical subcontract labor involved with Removal of a Disabled 18 Wheeler or Heavy Duty Non Consent Tow will be billed accordingly in addition to contract rates.

Recovery of Small, Medium, or Large Non-Consent that is located off of public roadway may or more not require extra labor (winching, burnt, debris cleanup, stripped vehicles, etc.) and will need to be billed as extra labor accordingly.

Any vehicle that is removed from the roadway by Garretts Wrecker Service, as ordered by the Panola County Sherriff's Dept. according to the contract, will be moved for the contract scheduled fees (Point A to Point B and clearing the roadway, plus any fees deemed necessary to do so). Once vehicle is at Stationary Safe Location, any and all other tows or negotiations with the vehicle owner, company owner, or any other registered legal owner will be between Garretts Wrecker Service and owner, and not bound under contract fees. They will receive our service to further aid in the delivering of their vehicle according to our company's fee schedule.



Garrett LaGrone Services LLC  
Garretts Wrecker Service

Contract Extra Labor & Equipment

Man Labor	\$125.00/hr./man
Rollback Truck Time Labor	\$175.00/hr./truck
Large Wrecker	\$350.00/hr./truck
Service Truck	\$150.00/hr./truck
Drive Line Removal Labor	\$150.00
Axle Removal	\$75.00/axle
Caging Brakes	\$50.00/can
Winching (LRG Wrecker)	\$250.00/hr.
Bobcat/Tractor (For burnt debris)	\$250.00/hr.
Hookup Fee	\$175.00/unit
Haul Truck/Trailer	\$450.00/hr.

*Garrett LaGrone*

ANY NOTIFICATION FEES SHOULD NOT BE INCLUDED IN THE BID

LOWEST DOLLAR BID WILL BE CALCULATED AND AWARDED BASED ON  
THE AVERAGE FEE CHARGED FOR TOWING ONLY. STORAGE FEES WILL  
NOT BE INCLUDED IN THE AVERAGE.

SIGNATURE OF BIDDER



SIGNATURE



ADDRESS

511 East Sabine

TELEPHONE NUMBER

903-693-5782

ACCEPTED:



COUNTY JUDGE

COMPANY NAME

Garrett's Wrecker Service

CITY STATE ZIP

Carthage TX 75633

DATE 11-23-20

11-24-20  
DATE

INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **JANUARY 1, 2021 thru December 31, 2021 .**

**LATE BIDS:** Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

**SALES TAX:** Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore, the bid shall not include sales taxes.

**BID AWARD:** Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

**CONTRACT:** This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola County. No different or additional terms will become a part of this contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

**IF DURING THE** life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

  
SIGNATURE OF BIDDER



**EXCEPTIONS / SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

**DESCRIPTIONS:** Any reference to model and/or make/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

**ADDENDA:** Any interpretations, corrections or changes in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda.

**BIDS MUST COMPLY** with all federal, state, county and local laws concerning these types of service.

**DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing practice.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Panola County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**REFERENCES:** Panola County may request bidder to supply a list of references where like services/products have been supplied by their firm.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.



SIGNATURE OF BIDDER

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which ;may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Panola County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.


TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date;
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

  
SIGNATURE OF BIDDER

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.


PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.

  
SIGNATURE OF BIDDER

**WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**REMEDIES:** The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

**ANY QUESTIONS** concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Jeff Ivey, Chief Deputy, Panola County Sheriff's Office at (903)693-0333.**



SIGNATURE OF BIDDER

PANOLA COUNTY, TEXAS

**INVITATION TO BID**

RETURN BID TO:

COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633

The enclosed INVITATION TO BID (ITB) and accompanying SPECIFICATIONS AND BID SHEET are for your convenience in bidding the enclosed referenced service/products for Panola County.

Sealed bids shall be received no later than:

**1:30 P.M. Tuesday, November 24, 2020.**

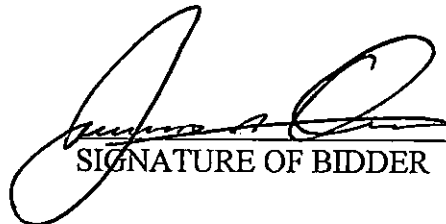
MARK ENVELOPE

**“BID, LAW ENFORCEMENT TOWING”**

Bidder shall sign and date the bid. Bids which are not signed and dated can be rejected. Bids must be submitted on the enclosed bid sheets and must be in ink or typewritten.

Panola County appreciates your time and effort in preparing this bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. Opening is scheduled to be held in Commissioners Courtroom, Panola County Courthouse, Carthage, Texas. You are invited to attend.

Any questions concerning this invitation to Bid and specifications should be directed to Jeff Ivy, Chief Deputy, at (903) 693-0333.

  
SIGNATURE OF BIDDER

**INSTRUCTIONS/TERMS OF CONTRACT**

By order of the Commissioners Court of Panola County, Texas, sealed bids will be received for:

**BID, LAW ENFORCEMENT TOWING**

IT IS UNDERSTOOD that the Commissioners Court of Panola County, Texas reserves the right to reject any or all bids for any or all products and/or services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interests of Panola County.

BIDS MUST BE submitted on the bid forms included for that purpose in this packet. Bids shall be placed in separate sealed envelopes, with **each page manually signed by a person having the authority to bind the firm in a contract** and marked clearly on the outside as shown below.

SUBMISSION OF BIDS: Sealed bids shall be submitted to:

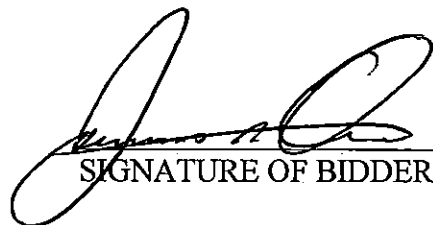
**COUNTY JUDGE  
PANOLA COUNTY COURTHOUSE, ROOM 216A  
CARTHAGE, TEXAS 75633**

Not later than **1:30 P.M., Tuesday, November 24, 2020**

MARK ENVELOPES:

**“BID, LAW ENFORCEMENT TOWING”**

**ALL BIDS MUST BE RECEIVED IN THE COUNTY JUDGE’S OFFICE  
BEFORE OPENING DATE AND TIME**

  
SIGNATURE OF BIDDER

## **BID, LAW ENFORCEMENT TOWING**

**PANOLA COUNTY IS CURRENTLY ACCEPTING BIDS FOR TOWING VEHICLES FOR THE PANOLA COUNTY SHERIFF'S OFFICE. THE BIDS SHOULD MEET THE FOLLOWING SPECIFICATIONS:**

Definitions: Law Enforcement Tow—A non-consensual tow requested by a peace officer at a crime scene, arrest, traffic hazard, recovered stolen vehicle or abandoned vehicle, or a disabled law enforcement vehicle. Does NOT include vehicles involved in a traffic collision.

### **SPECIFICATIONS:**

1. The successful bidder shall comply with all Texas Department of Licensing and Regulation rules and regulations including tow trucks, towing, security of stored vehicles, and storage facilities.
2. The successful bidder shall have at least 2 trucks located in Panola County. One for light/medium duty towing and one for heavy duty towing, each must be radio equipped and be available to respond to calls 24 hours a day.
3. The successful bidder shall provide no more than 2 telephone numbers to the PCSO and the truck shall be in service and responding within 30 minutes.
4. The successful bidder shall maintain a business office and storage yard in Panola County. The towed vehicle shall be taken to and stored at the Panola County storage yard unless directed to store it elsewhere.
5. The storage yard shall be readily accessible to the public, free of hazards in public access areas, and shall display a sign identifying the facility by name and a 24 hour telephone number.
6. The storage fee for any towed vehicle shall be the responsibility of the registered owner or driver (except disabled law enforcement vehicles). The successful bidder assumes the risk of nonpayment of notification fees and storage fees except for disabled law enforcement vehicles.
7. Panola County shall not be responsible for storage fees except for disabled law enforcement vehicles.
8. Any invoices for unpaid towing fees for law enforcement tows shall be submitted to the Panola County Auditor's office within 45 days of the tow. It

is understood if the tow fee for a law enforcement tow is paid by the owner, driver, or by insurance then no invoice shall be submitted to the Auditor.

QUESTIONS CONCERNING THIS BID SHOULD BE DIRECTED TO JEFF IVY,  
CHIEF DEPUTY, AT 903-693-0333.

SIGNATURE OF BIDDER



BID FORM AND CONTRACT

**BID, LAW ENFORCEMENT TOWING**

TO THE COMMISSIONERS COURT OF PANOLA COUNTY, TEXAS FOR  
FURNISHING AND DELIVERING TO PANOLA COUNTY, TEXAS  
IN ACCORDANCE WITH THE FOREGOING SPECIFICATIONS:

The undersigned, as bidder, declares that the only person or persons interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; and that I (we) have carefully examined the advertisement, instructions to bidders, specifications, and condition of payment. It is understood that the Court reserves the right to accept or reject any and/or all bids.

Law Enforcement Tows within Panola County

Light \$ 195.00 Medium \$ 295.00

Heavy \$ 395.00

Law Enforcement Tows within 25 miles of Panola County

Light \$ 245.00 Medium \$ 345.00

Heavy \$ 445.00

Storage Fee for disabled law enforcement vehicles (after 24 hours) under 25 feet in length

\$ 20.00 per day

Storage Fee for disabled law enforcement vehicles (after 24 hours) over 25 feet in length

\$ 35.00 per day



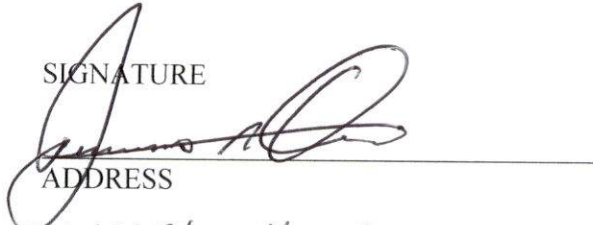
ANY NOTIFICATION FEES SHOULD NOT BE INCLUDED IN THE BID

LOWEST DOLLAR BID WILL BE CALCULATED AND AWARDED BASED ON  
THE AVERAGE FEE CHARGED FOR TOWING ONLY. STORAGE FEES WILL  
NOT BE INCLUDED IN THE AVERAGE.

SIGNATURE OF BIDDER



SIGNATURE



ADDRESS

4164 State Hwy 315

TELEPHONE NUMBER

COMPANY NAME

Action Truck & Auto LLC.

CITY STATE ZIP

Carthage, Tx 75633

DATE

ACCEPTED:



COUNTY JUDGE

11-24-20

DATE

INVITATION TO BID  
INSTRUCTIONS / TERMS OF CONTRACT

**FUNDING:** Funds for payment have been provided through the Panola County Budget adopted by the Commissioners Court for **JANUARY 1, 2021 thru December 31, 2021** .

**LATE BIDS:** Bids received in the County Judge's Office after submission deadline will be considered void and unacceptable. Panola County is not responsible for lateness or non-delivery of mail, carrier, etc.

**ALTERING BIDS:** Bids cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**WITHDRAWAL OF BID:** A bid may not be withdrawn or canceled by the bidder without the permission of the county for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

**SALES TAX:** Panola County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax, therefore, the bid shall not include sales taxes.

**BID AWARD:** Panola County reserves the right to award bids on the lump sum or unit price basis, whichever is in the best interest of the county.

**CONTRACT:** This bid, when properly accepted by Panola County, shall constitute a contract equally binding between the successful bidder and Panola County. No different or additional terms will become a part of this contract with the exception of Change Orders.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the Panola County Judge.

**IF DURING THE life of the contract, the successful bidder's net prices to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Panola County.**

**DELIVERY:** All delivery fees and freight or handling charges shall be as stated on the bid and contract forms section and if not so stated no such costs, fee or charge will be paid.

**CONFLICT OF INTEREST:** No public official shall have interest in this contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

**ETHICS:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Panola County.

  
SIGNATURE OF BIDDER

**EXCEPTIONS / SUBSTITUTIONS:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Panola County Commissioners Court reserves the right to accept any and all or none of the exceptions(s) / substitution(s) deemed to be in the best interest of the county.

**DESCRIPTIONS:** Any reference to model and/or make/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

**ADDENDA:** Any interpretations, corrections or changes in this "Invitation To Bid and Specifications" will be made by addenda. Sole issuing authority of addenda shall be vested in Panola. Addenda will be mailed to all who are known to have received a copy of this Invitation To Bid. Bidders shall acknowledge receipt of all addenda.

**BIDS MUST COMPLY** with all federal, state, county and local laws concerning these types of service.

**DESIGN, STRENGTH, QUALITY** of materials must conform to the highest standards of manufacturing practice.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics;
5. Be otherwise qualified and eligible to receive an award.

Panola County may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

**REFERENCES:** Panola County may request bidder to supply a list of references where like services/products have been supplied by their firm.

**BIDDER SHALL PROVIDE** with this bid response, all documentation required by this ITB. Failure to provide this information may result in rejection of bid.

  
SIGNATURE OF BIDDER

SUCCESSFUL BIDDER SHALL defend, indemnify and save harmless Panola County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which ;may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Panola County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Panola County growing out of such injury or damages.

WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to Panola County, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Panola County reserves the right to award canceled contract to next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Panola County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Panola County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. Meet schedules;
2. Defaults in the payment of any fees; or
3. Otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the county to exercise any of all of the following rights:

1. Panola County may take possession of the assigned premises and any fees accrued or becoming due to date;
2. Panola County may take possession of all goods, fixtures and materials of successful bidder therein and may foreclose its lien against such personal property, applying the proceeds toward fees due or thereafter becoming due.

  
SIGNATURE OF BIDDER

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, Panola County shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the county within two (2) working days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate.

Bidder, in submitting this bid, agrees that Panola County shall not be liable to prosecution for damages in the event that the county declares the bidder in default.

NOTICE: Any notice provided by this bid (or required by Law) to be given to the successful bidder by Panola County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Carthage, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

PATENTS / COPYRIGHTS: The successful bidder agrees to protect Panola County from claims involving infringement of patents and/or copyrights.

CONTRACT ADMINISTRATOR: Under this contract, Panola County may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements. The contract administrator will serve as liaison between Panola County and the successful bidder.

PURCHASE ORDER: A purchase order(s) shall be generated by Panola County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Panola County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

INVOICES shall show (a) name and address of successful bidder, (b) Panola County Purchase Order number, and (c) descriptive information as to the item(s) delivered.

PAYMENT will be made upon receipt and acceptance by the county of item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

ITEMS supplied under this contract shall be subject to Panola County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

SAMPLES: When requested, samples shall be furnished free of expense to Panola County.

  
SIGNATURE OF BIDDER

**WARRANTY:** Successful bidder shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**REMEDIES:** The successful bidder and Panola County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

**VENUE:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Panola County, Texas.

**ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Panola County.

**SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to Panola County by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

ANY QUESTIONS concerning this INVITATION TO BID AND SPECIFICATIONS should be directed to **Jeff Ivey, Chief Deputy, Panola County Sheriff's Office at (903)693-0333.**

  
SIGNATURE OF BIDDER